



Invitation to Bid 16-49

DESIGN SERVICES AND PRINTING/MAILING SERVICES FOR THE PUBLIC INFORMATION DIVISION

BID PROPOSALS DUE

**Friday, December 9, 2016
at 12:00 p.m.**

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

DESIGN SERVICES AND PRINTING/MAILING SERVICES

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CITY OF LIGHTS

Robert J. O'Connor
Mayor

Purchasing Division | Finance Department

Joan M. Schouten, MBA CPIM CPPB
Director of Procurement

CITY OF AURORA
INVITATION TO BID 16-49
**DESIGN SERVICES AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

The City of Aurora invites proposals from firms with the experience, capabilities and qualified available staff to provide Design Services and Printing/Mailing Services for the Public Information Division.

Sealed Bid Proposals will be received at the City of Aurora, Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, until **12:00 p.m., CST, Friday, December 9, 2016** to determine bids for the anticipated above named service.

The scope of work involves but is not limited to, serving as a Partner with the City of Aurora to provide recommendations, quality products and superior customer service related to designing, producing and distributing the city newsletter and other publications as requested. **The City reserves the right to award the Design Services separately from the Printing/Mailing Services to qualified and responsible bidders.**

Attached please find specifications and other pertinent documents necessary for you to respond to this Invitation to Bid (Bid).

The contract will be for an initial two (2) year term with the option of two (2) one-year extensions based on mutual agreement between the bidder and the City of Aurora.

DO NOT SEND OR DELIVER BIDS to the Purchasing Division Office.

All bid proposals are to be submitted in two envelopes. The bid requirement documents in a sealed envelope, marked on the outside "16-49 Design Services and Printing/Mailing Services for the Public Information Division."

The second envelope should contain the price proposal form in a sealed envelope, clearly marked on the outside "16-49 Price Proposal for Design Services and Printing/Mailing Services for the Public Information Division."

Inquiries and/or questions pertaining to the provisions and specifications of this Invitation to Bid package shall be directed to Ms. Joan Schouten, Director of Procurement, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Wednesday, November 30, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Friday, December 2, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 30, 2016 5:00 pm cut-off date/time.** It is the bidder responsibility to check the website before submitting their bid proposal.

The City of Aurora encourages minority business firms to submit bids and encourages the successful firm to utilize minority businesses as applicable.

Any Bidder who owes the City money may be disqualified at the City's discretion.

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all bid proposals or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Joan M. Schouten, MBA CPIM CPPB
Director of Procurement

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from submitting a bid on the Project, or entering into this Bid as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2016

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

BIDDER’S TAX CERTIFICATION

(BIDDER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2016.

By _____
(Signature of Bidder’s Executing Officer)

(Print name of Bidder’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2016.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BID PROPOSALS

- a. Bidder must submit an original response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. **In a separate sealed envelope**, submit one (1) set of the bid proposal pricing.
- c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid proposal shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

Envelopes containing bids must be sealed and addressed to the City of Aurora, Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bid Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the Bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.

- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the Bid, will also be considered. No bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The Bid will be awarded to the lowest responsive, responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Purchasing Division in person. Overnight courier is acceptable provided timely receipt of Bids. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bids received by the Purchasing Division **after 12:00 p.m. on Friday, December 9, 2016** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF BID PROPOSALS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid by written request, provided that the request is received by the Purchasing Division prior to the scheduled opening and at the address to which bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the Purchasing Division prior to the bid proposal due date. No bid will be opened which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

No Deposit Required.

06. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Invitation to Bid in conjunction thereto.

07. CONE OF SILENCE:

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.

During the period beginning with the issuance of the Invitation to Bid through the execution of the award document, bidders are prohibited from all communications regarding this Bid with City staff, City Consultants, City Legal Counsel, City agents, or elected officials. Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to disqualify the bidder from participation in the Bid.

Exceptions to the Cone of Silence:

- Written communications sent to the Director of Procurement
- All communications occurring at pre-bid meetings
- Oral presentations during finalist interviews, negotiation proceedings, or site visits
- Oral presentations before publicly noticed committee meetings
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- Procurement of goods or services for Emergency situations

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the BID. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid is responsible for examining the complete Invitation to Bid and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous Proposal/Bid within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

10. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Bidder shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

11. AWARD

It is the intent of the City to award the contract to the lowest responsive, responsible Bidder meeting specifications and/or intent of the Invitation to Bid. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing.

If the Bidder modifies limits, restricts or subjects his bid to conditions that would change the requirements of the Bid Proposal, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the Bid.

12. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Bid Proposal, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

or Fax to **630-256-3559**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* An authorization agreement form is included in this proposal package for your use and convenience.

13. PRICES

The price quoted for services is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid or his/her authorized representative must initial any alteration in ink.)

14. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

15. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

16. SAMPLES

Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

17. INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the Invitation to Bid documents. Interpretations, corrections and changes will be made by addendum. Each Bidder shall ascertain prior to submitting a Bid Proposal that all addenda have been received and acknowledged in the Bid Proposal.

18. DEFAULT

Time is of the essence of this Bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

19. INSPECTION

The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, or data of Bidder's warranty (express or implied).

20. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

21. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

22. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

23. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. SIGNATURES

Bids must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

25. ELIGIBILITY

By signing this Bid, the Bidder hereby certifies that they are not barred from bidding on this Bid as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

26. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid Proposal shall be governed by and construed according to the laws of the State of Illinois.

27. BONDS AND INSURANCE

The requirement of a labor and material payment and performance bond will be waived for purpose of this Invitation to Bid.

28. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

29. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the Contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the second rated Bidder or in the creation of a new Invitation to Bid.

30. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

31. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bidder to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

32. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Bid.

33. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

34. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Bidder or subcontractors.

35. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this request for bid package shall be directed to Ms. Joan Schouten, Director of Procurement, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Wednesday, November 30, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Friday, December 2, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 30, 2016 5:00 pm cut-off date/time.**

It is the responsibility of the interested Bidder to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA
INVITATION TO BID 16-49
**DESIGN SERVICES AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID SPECIFICATIONS

Section 1. Project Introduction and Purpose

Bidders are required to read and understand all information contained within the entire Bid Proposal package. By responding to this Bid, the Bidder agrees to have read and understand these documents.

Purpose: The City of Aurora (hereinafter “the City”) is accepting competitive sealed bids from qualified and authorized Vendors for the anticipated design services and printing/ mailing services of the City of Aurora, *Aurora Borealis Newsletter* and other publications. The contract will be for six (6) editions, with indicia, to be mailed via postal carrier route with an option of eight additional issues based on mutual agreement between the bidder and the City of Aurora. **The City reserves the right to award the Design Services separately from the Printing/Mailing Services to qualified and responsible bidders.**

The contract will be for an initial two (2) year term with the option of two (2) one-year extensions based on mutual agreement between the bidder and the City of Aurora.

Bidders are required to read and understand all information contained within the entire Invitation to Bid package. By responding to this BID, the Bidder agrees to have read and understood these documents. The City reserves the right to award the bids individually or cumulatively to qualified and responsible Bidders.

Corporate Profile: The City of Aurora dates back to April of 1834 when Joseph McCarty settled on the island, which is now the site of downtown Aurora. The Fox River location was an ideal place for a new community and it was not long before it became a permanent settlement. In 1837, when a Post Office was established, the village became Aurora, goddess of the dawn. Later, when the city was the first in the United States to use electric lights for publicly lighting the entire city, it achieved the nickname of “City of Lights”.

The modest camp of 1834 has grown into a teeming city. With a population of approximately 200,456, the city has steadily grown throughout the years to become the second largest city in the state.

The city is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the city’s east and west sides continue to expand the city’s boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The city extends into four counties, Kane, DuPage, Kendall, and Will.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

General Requirements

Bid Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The Bid shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This BID may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this contract is terminated due to the City's substantial failure to perform, the Bidder shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Bidder's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Bidder for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Bidder will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Bidder must submit two envelopes. Envelope #1 should include the bid response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Envelope #2 must contain the price proposal.

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Bid Proposal by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Ms. Joan Schouten, Director of Procurement, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Wednesday, November 30, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Friday, December 2, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 30, 2016 5:00 pm cut-off date/time.**

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Scope of Work

The City reserves the right to award the Design Services separately from the Printing/Mailing Services to qualified and responsible bidders.

- A. Design Services and/or Print/Mail the City of Aurora's publications inclusive of, but not limited to:
 - 1. City newsletter entitled Aurora Borealis
 - a) Six editions, with indicia
 - b) To be mailed by contractor via postal carrier route
 - 2. An option of eight additional issues – This quantity is an estimate only. The city does not guarantee this additional work. The quantity of eight will be used for analysis purposes only. Any additional issues will be paid for per unit price as stated on the bid proposal form.
- B. Bidders should submit pricing in a separate envelope for:
 - 1. Design services cost
 - 2. Printing and mailing costs – Postage will be paid for by the City of Aurora
 - 3. Bidders may bid on either one or both categories.

Section 4. Design Specifications

A. Proofs and Edits

1. Four color proof to be delivered and picked up by contractor
2. Two rounds of changes allowed at no charge
3. Third round of changes will be charged as stated on the attached bid form

B. Contractor to provide a final digital copy

1. In PDF Format
2. City approved digital files that can be used on social media, including “flip-a-gram” and/or segmented promotional file (i.e. cover photo, main story photos, etc.)

Section 5. Printing/Mailing Specifications

A. Printing Specifications

1. Quantity: 70,000
2. Stock: 80 lb. gloss text (house stock)
3. Size: Flat: 11” x 17”
Folded: 8.5” x 11”
4. Pages: 12 (four sheets front and back)
5. Ink: 4/4

B. Final publications to be mailed as flat pieces

1. Mailing cost must include:
 - a) Sorting for bulk mail by carrier route and
 - b) Deliver publication to either or both U.S. Postal Services located at:
 - i) Aurora Post Office: 525 North Broadway (Route 25), Aurora, Illinois
 - ii) Naperville Post Office (for White Eagle)
 - iii) Other delivery options may be considered

2. Postage to be paid by the City of Aurora under Permit Number 2

3. Following the delivery of trays to post offices, all overage to be delivered to City of Aurora, Attn: Public Information Office, 44 E. Downer Place, Aurora, Illinois 60507.

Section 6. Quality

A. All work to be completed in a workman-like manner according to standard practices.

B. The City of Aurora will not be obligated to pay for:

1. Poor and/or untimely design services as defined by the City of Aurora
2. Poor print quality, untimely mailing as defined by the City of Aurora

Section 7. Term of Service

This solicitation is for two (2) years of service:

- January –December 2017
- January – December 2018

This agreement may be extended for two additional one year terms if pricing is held firm.

Section 8. Bid Proposal Content

Bid Proposals shall be organized using the following submission requirements. The City of Aurora reserves the right to request additional information during the review process.

The following items must be included in your bid:

1. **Cover Transmittal Letter** – On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this Bid. The letter should be signed by an authorized principal of the bidding firm.
2. Evidence of five (5) years of service with work of similar size and scope
3. References from five (5) clients, preferably from the Kane, Dupage, Kendall and Will County area.
4. Samples of five (5) past publications
5. **General** - Is there anything else you would like to include about your firm or capabilities that the City should consider in its evaluation process?
6. **Fees/Cost for Services Bid Form** – Submit fees in a **separate sealed envelope** to be included in the overall Bid Submission with the Respondent’s name and address clearly indicated on the envelope along with the project description as indicated below:

- Bidder’s Name
- Pricing – Bid 16-49 Design Services and Printing/Mailing Services

The Fees/Cost for Services will be considered after review of qualifications, and then only for qualified firms.

- a) Pricing for this Bid should include all costs for the design services and printing/ mailing services as listed on the Bid Proposal Form.
- b) Provide detailed costs and totals based on the form provided

Section 9. Selection of Firm

- A. The City of Aurora plans to award the lowest responsive, responsible bidder for the two (2) year timeframe whether this is:
 - 1. One bidder providing both Design and Printing/Mailing Services; or
 - 2. Two bidders with one providing Design Services and another providing Printing/Mailing Services

- B. The vendor selection shall be based on the evaluation of the firm’s bid. The following items will be taken into consideration:
 - 1. Compliance to requirements
 - 2. Qualifications of proposers
 - 3. Lowest cost based on reasonable turn-around time.

Fee will be a contributing, not deciding factor in the rankings. Cost savings to the City will also be a contributing factor.

- C. Any submitted qualification and subsequent bid shall remain valid for 90 days after the bid due date or until the city executes a contract, whichever is sooner. The city may, in the event the selected proposing firm fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, request the proposing firm submitting the next acceptable bid to honor its bid proposal.

Questions and Addenda

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Ms. Joan Schouten, Director of Procurement, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Wednesday, November 30, 2016. Questions will be answered via addendum and posted to the City’s website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 pm, Friday, December 2, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 30, 2016 5:00 pm cut-off date/time.**

It is the responsibility of the interested Bidder to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA
INVITATION TO BID 16-49
**DESIGN SERVICES AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID PROPOSAL FORM

Bid Due Date & Time: 12:00 p.m. CST, Friday, December 9, 2016

To: **City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
 - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Bid Specifications and Statement of Work.
 - B. For purposes of this offer, the terms Offeror, Bidder, Respondent, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Bid Specifications, Statement of Work, and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID PROPOSAL FORM

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Bid for the amounts specified on this Bid Proposal Form, inclusive of overhead, profit and any other costs.

I/We recognize this is a two (2) year contract and agree to hold the below prices firm for the entire two (2) year term. The City reserves the right to award the Design Services separately from the Printing/Mailing Services to qualified and responsible bidders.

DESIGN SERVICE

A. Design City of Aurora's Aurora Borealis newsletter

\$ _____ per publication X six (6) publications = \$ _____ per year

B. Design Additional City of Aurora Publications

\$ _____ per publication X eight (8) publications = \$ _____ per year

C. Design cost per page (if an increase or decrease in pages is needed) \$ _____ per page

D. Proofs and Edit: Cost for third and each additional round of changes \$ _____ per edit

I/WE guarantee design service turn-around within _____ calendar days from receipt of final written approval to proceed.

Any failure to meet turn-around commitment will yield a discount of ____% of entire design service fee per issue. **Failure to meet turn-around commitment may result in termination of contract.**

\$ _____ Sub-Total for One Year \$ _____ Total for Two Years

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID PROPOSAL FORM

PRINTING/MAILING SERVICES (Based on 70,000 copies)

A. Printing Services \$ _____/10,000 issues X 7 = \$ _____ 70,000 issues

B. Mailing Services* \$ _____/10,000 issues X 7 = \$ _____ 70,000 issues
*Postage to be paid for by the City of Aurora

C. Unit cost per printed page (if an increase or decrease in pages is needed) \$ _____ per page

I/WE guarantee printing service turn-around within _____ calendar days from receipt.

I/WE guarantee delivery to post office within _____ calendar days from completion of printing.

Any failure to meet turn-around commitment will yield a discount of _____% of entire printing/ mailing service fee per issue. **Failure to meet turn-around commitment may result in termination of contract.**

\$ _____ Sub-Total for One Year \$ _____ Total for Two Years

GRAND TOTAL

\$ _____ for One Year \$ _____ for Two Years

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID PROPOSAL FORM

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. **No additional charges over base price will be accepted without written approval of the Director of Procurement.**

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid proposal. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the Bid to the lowest responsible bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____
Please Type

AUTHORIZED SIGNATURE _____
Title

EMAIL _____

PHONE #(_____) _____ FAX # (_____) _____ DATE _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-49

**DESIGN SERVICE AND PRINTING/MAILING SERVICES
FOR THE PUBLIC INFORMATION DIVISION**

BID SUBMITTAL CHECKLIST

Each Bid Proposal must be placed in an envelope, sealed, and clearly marked on the outside: “16-49 Design Service and Printing/Mailing Services.” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- _____ Bid Proposal Content (Appendix A, Section 8)
- _____ Bidder’s Certification (Page 1)
- _____ Bidder’s Tax Certification (Page 2)
- _____ Contact Information (Appendix B)

Each Price Proposal must be placed in a **separate, sealed envelope**, and clearly marked on the outside: “Price Proposal – Bid 16-49 Design Service and Printing/Mailing Services.”

- _____ Bid Proposal Form (Appendix C)